

**Jefferson County Hospital  
Monthly Board of Trustees Meeting  
January 14, 2009  
@ 5:00 p.m.**

The Jefferson County Hospital board of trustees met on the above mentioned date in the In-Service Room of the Jefferson County Hospital.

**Present:        Board Members**

Mr. Dudley Guice, Chairman  
Rev. Tracy Collins, Vice Chairman  
Ms. Jeanette Travis, Secretary  
Ms. Shirley Ellis, Member  
Mr. Willie Hedrick, Member

**Others**

Mr. Jerry Kennedy, Administrator  
Attorney Deborah McDonald  
Dr. Joann Francis, Medical Chief of Staff

The meeting was called to order by Mr. Dudley Guice.

Invocation was led by Rev. Tracy Collins.

**Minutes of Previous Meetings:** Approval of Minutes read from December 10, 2008 Monthly Board meeting were read by Ms. Jeanette Travis. Motioned by Mr. John Dickey to accept minutes as read. Seconded by Mr. Willie Hedrick. Minutes accepted as read. All present voted yes. Motion passed.

Minutes read from December 16, 2008 Monthly Finance meeting were read by Ms. Jeanette Travis. Motioned by Mr. John Dickey to accept minutes as read. Seconded by Mr. Willie Hedrick. Minutes accepted as read. All present voted yes. Motion passed.

Minutes read from December 18, 2008 Monthly Board meeting were read by Ms. Jeanette Travis. Motioned by Rev. Tracy Collins to accept minutes as read. Seconded by Ms. Shirley Ellis. Minutes accepted as read. All present voted yes. Motion passed.

**Old Business:** The Board of Trustees will be conducting research on CON to assist with funding for the additions to the Hospital.

The Board of Trustees discussed attending the Eagle Ridge Meeting which will be attended by the Hospital Administrator, Board of Trustees, Board of Supervisors, School Board Members, Mayor and the Board of Alderman on February 15<sup>th</sup> and February 16<sup>th</sup>, 2009.

*Dudley Guice*

*Jeanette Travis*



DEF-07921

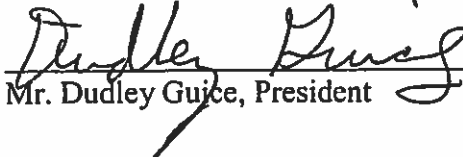
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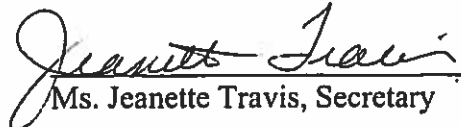
Board of Trustees 01/14/09

**New Business:**

- Dr. Joann Francis presented Credentials and Licensures of all Doctors on the Jefferson County Hospital Medical Staff which include: Dr. Joann Francis, Dr. Victor Anazia, Dr. Shanti Pandey, Dr. T. Aaron Rose, Dr. Johnny Bills, Dr. Humera Rana, and Dr. Khari Omolara.
- Rev. Tracy Collins motioned that the Board of Trustees accept, approve and enter into the Outpatient Psychiatric Program and Inpatient Acute Care Consulting Agreement with DHealthcare Consultants Incorporated, effective February 2, 2009 and the Board authorizes the Administrator, Mr. Jerry Kennedy to sign the agreement. Seconded by Mr. Willie Hedrick. Motion debated fully. All members present voted yes. Motion passed.
- Rev. Tracy Collins motioned that the Board of Trustees accept, approve, and enter into the Employment Agreement with Jerry Kennedy, effective February 12, 2009, and the Board of Trustees authorizes the Board Chairman, Dudley Guice to sign the agreement. This agreement superseded all previous contracts and compensation for services rendered paid to Mr. Jerry Kennedy and this agreement constitutes the entire agreement of whatsoever kind of nature existing between or among the parties respecting the subject matter, and no party shall be entitled to benefits other than those specified therein. Seconded by Mr. Willie Hedrick. All members present voted yes. Motion passed.

**Adjournment:** Motion by Ms. Shirley Ellis that meeting be adjourned. Seconded by Mr. Willie Hedrick. All present voted yes. Meeting adjourned.

  
Mr. Dudley Guice, President

  
Ms. Jeanette Travis, Secretary

DEF-07922

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this the 12<sup>th</sup> day of February 2009, by and between the Board of Trustees of Jefferson County Hospital, Mississippi (hereinafter referred to as ("Employer") Jerry Kennedy, an Administrator (Hereinafter referred to as ("Employee"))

Witnesseth:

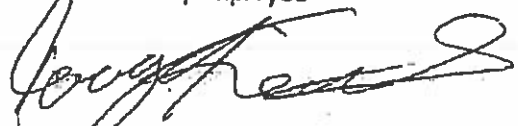
That Whereas, the Employer is engaged in the business of providing acute care hospital services which require a qualified administrator and desires to employ the employee to assist in the provision of such hospital: and

Whereas, the employer has determined what reasonable compensation will be for the Employee's services under this Agreement, and has offered the Employee employment for such compensation and benefits, upon the terms and conditions hereinafter set forth; and

Whereas, the Employee is willing to accept employment with the Employer, upon the terms and conditions hereinafter set forth;

Now, Therefore, in consideration of the mutual and reciprocal covenants and agreements hereinafter set forth the parties hereto do contract, covenant and agree as follow:

1. **Employment.** The Employer hereby employs the Employee and the Employee hereby accepts employment from the Employer, upon the terms and conditions hereinafter set forth.
2. **Term.** The term of this Agreement shall begin on the 13<sup>th</sup> day of February 2009, and shall be for a period of five (5) years following such commencement date, unless otherwise continued by mutual written consent of the Employer and Employee or unless otherwise terminated pursuant to this Agreement.
3. **Duties and Performance.** The Employee agrees to perform the duties of Administrator solely as an Employee of the Employer.
4. **Regular Compensation.** Except as is otherwise provided, Employer shall pay to Employee for all services rendered under this agreement during any employment year, an amount equal to two hundred twenty-five thousand dollars (\$225,000) as a gross annual salary for the first year, with a ten percent increase for every year thereafter. The payment of this salary is subject to the terms and conditions below in the adjustment of compensation section. Said salary is to be paid bi-weekly.
5. **Adjustment of Compensation.** The Employer and the Employee may, from time to time, agree to increase the Employee's annual base compensation on the basis of the value of the Employee's services to the Employer. If a change in annual base compensation occurs, said increase shall constitute an amendment of this Employment Agreement as of the date of said increase and shall supersede the annual base compensation provided for in Paragraph 4 hereof, any other change or changes in such annual base compensation previously entered.



## EMPLOYMENT AGREEMENT

If the hospital goes through a financial hardship, the Administrator agrees to re-negotiate his pay.

6. **Fringe Benefits.** The Employee shall be entitled, during the term of this Agreement, to participate, in accordance with their terms, in all fringe benefit or incentive compensation plans as may be authorized and adopted from time to time by the Employer including, but not limited to, any pension plan, profit-sharing plan, disability or sick-pay (Provided by Employer), Family medical plan, Family hospitalization insurance plan (Paid by Employer), or other employee benefit plans provided by the Employer.

Specially, the Employee shall receive the following fringe benefits from the Employer: (1) Pager and Pager service (2) Cellular/Mobile/Phone (3) Reimbursement for Travel, Lodging, Food, Professional dues, professional licenses, Educational courses, and others.

7. **Termination.** The Employer may not terminate this Agreement without cause. Prior to termination, the Employer must give the Employee at least one hundred twenty (120) days written notice of the Employer's intention to terminate this Agreement if there is an amicable termination. The notice of termination of the contract shall be by written notice hand delivered or sent by certified mail, return receipt requested. The Employer will provide the Employee with the alleged 'cause' for termination. The Employer will allow the Employee one hundred twenty (120) days to correct the cause if proven to be amicable cause.

8. **Binding Effect.** This Employment Agreement shall be binding upon and shall inure to the benefit of both Employer and Employee and their respective successors, heirs, legal representatives, and assigns.

9. **Severability.** If any provision of this agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this agreement shall be affected.

IN WITNESS WHEREOF, THE EMPLOYER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND ITS SEAL TO BE AFFIXED BY ITS DULY AUTHORIZED OFFICERS, AND EMPLOYEE HAS HEREUNTO SET HIS HAND, ALL BEING DONE IN TRIPLICATE ORIGINAL, ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

EMPLOYER:  
JEFFERSON COUNTY HOSPITAL  
BOARD OF TRUSTEES

BY:   
CHAIRPERSON

ADMINISTRATOR/EMPLOYEE

  
JERRY KENNEDY